

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project No. 737-99-1112

Indirect Cost Plan Development
Statewide

November 5, 2010

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1.0 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Individual Consultants/Consulting Firms interested in assisting DOTD with the implementation of Consultant Services for the development of an Indirect Cost Plan. One Consultant shall be selected for this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

1.1 Purpose/Background

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Consultant Services for the development of an Indirect Cost Plan for the State of Louisiana, Department of Transportation and Development. A significant amount of the Department's expenditures are for federally funded highway construction projects. The FHWA has prescribed policies and procedures for reimbursing a state highway agency for allowable administrative and overhead costs. The Department has implemented a new SAP Enterprise Resource Planning System (ERP) "LaGov" which will provide the basis for the development of a new Indirect Cost Plan which should be based on actual direct labor and fringe rates.

1.2 Scope of Services

The Louisiana Department of Transportation & Development is seeking a Consultant to serve in a contract position to develop and deliver an Indirect Cost Plan which will meet the requirements of Part 2, Section 225, Code of Federal Regulations (C.F.R.) Cost Principles for State, Local, and Indian Tribal Governments; OMB Circular A-87 Attachment E; and any other applicable federal guidelines, rules, or regulations. The Consultant shall research best practices utilized by other state transportation agencies and consider their applicability to the Louisiana Department of Transportation and Development. The Indirect Cost (IDC) Plan shall provide a method for calculating indirect cost rates for federal projects employing the Department's SAP ERP system, LaGov.

The Consultant will assist the Department with the submission of the Plan to Cognizant Agency by June 30, 2011. The Consultant will continue to assist the Department through the approval process and post-approval with the implementation of the IDC Plan. The Consultant will deliver an Indirect Cost Plan Handbook/Manual at the conclusion of the project and train Department staff in the use, execution and maintenance of the approved Indirect Cost Plan.

1.3 Definitions

- A. Mandatory Requirements – The terms "shall", "will", and "must" denote mandatory requirements.
- B. Permissible Action – The terms "should" and "may" denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

- D. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.
- E. The “Code of Federal Regulations” (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. The CFR is divided into 50 titles that represent broad areas subject to Federal regulation. 49 CFR Chapter 18 (Common Rule) sets forth the uniform administrative rules for Federal grants and cooperative agreements and subawards to State and Local governments.
- F. “OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments,” establishes the principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and Local governments. The Circular is issued by the Office of Management and Budget, an Executive Office of the President of the United States.
- G. “Cost Accounting Standards” (CAS) are issued by the Cost Accounting Standards Board (CASB), a section of the Office of Federal Procurement Policy within the U.S. Office of Management and Budget. The CASB has the exclusive authority to issue and amend cost accounting standards and interpretations designed to achieve uniformity and consistency in the cost accounting practices governing the measurement, assignment, and allocation of costs to contracts that involve Federal funds. The CAS are codified at 48 CFR Chapter 99.
- H. A “Cost Allocation Plan” (CAP) is a series of documents that summarizes, in writing, the methods and procedures that an organization will use to allocate costs to various programs, grants, contracts and agreements. It includes, but is not limited to, a “Statement of Direct Labor, Fringe Benefits, and General Overhead”. In this circular, the term “Indirect Cost Rate Proposal” is used synonymously with “Cost Allocation Plan.”
- I. The “Indirect Cost Rate” is the total of all indirect costs (e.g., indirect labor, indirect labor fringe benefits, building occupancy costs, miscellaneous materials and supplies, equipment, etc.) divided by either: a) direct labor costs or b) direct labor costs plus direct labor fringe benefits costs.
- J. “Cognizant Agency” refers to the Federal Agency responsible for negotiating and approving indirect cost rates for an organization on behalf of all Federal agencies that provide funds to that organization.

1.4 Performance Goals and Measures

1. Goals and Objectives:
 - Research and document IDC plan best practices from other State Transportation Agencies
 - Develop methodology using SAP ERP financial system and present rate/plan to FHWA no later than June 30, 2011
 - Participate in presentation/negotiation of IDC plan to FHWA
 - Implement IDC rate using SAP ERP financial system
 - Develop Standard Operating Procedures for annual update of IDC Plan
2. Performance Measures:
 - On-time delivery
 - i. Reports

- ii. Invoices
- iii. Deliverables
- FHWA approval
- Successful implementation

1.5 Monitoring Plan

- Report monthly progress
- Review monthly invoices with percentage task completion
- Review and approve deliverables

1.6 Project Manager

A Project Manager has been named and that information will be provided to the successful Proposer.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on **February 1, 2011** through **January 30, 2012**. DOTD has the right to renew at the same terms and conditions, the contract for additional two twelve-month periods with the concurrence of the Consultant and all appropriate approvals. In no event shall the contract term exceed 36 months.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Ms. Debra L. Guest, P.E.
 Consultant Contract Services Administrator
 1201 Capitol Access Road, **Room 405-T**
 Baton Rouge, LA 70802-4438 or
 Post Office Box 94245
 Baton Rouge, Louisiana 70804-9245
 Telephone: (225) 379-1989

This RFP is available in electronic form at
<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand>
<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

DOTD shall consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	November 5, 2010
Deadline for receiving proposer inquiries	November 15, 2010
Issue responses to proposer inquiries	November 23, 2010
Proposal submission deadline	December 6, 2010
Oral Interview	December 15, 2011 (on or about)
Announce Award of “Successful proposer”	December 29, 2011 (on or about)
Contract Execution	February 1, 2011 (on or about)

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

3.2 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and

- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 Minimum Qualifications of Proposer

The Proposer shall have at the time of proposal submittal a minimum of:

Proposer must be staffed with personnel that are knowledgeable and experienced in the requirements of developing and negotiating, and implementing central services departmental cost allocation plans, divisional indirect cost rates, and ICRPs. The Proposer must be knowledgeable in the specific requirements of OMB circular A-87 and other federal regulations governing allocation of cost to federal programs. Resumes for individual(s) who will be assigned to complete the work must be included with the proposal.

The Proposer must provide an overview, with timeline, of all services they are providing or can provide to the Department. At least three references of cost allocation services rendered for governmental entities must be disclosed along with pertinent contact information (contact name, telephone number, email address) for which the consultant has performed similar services requested in the DOTD RFP.

The Proposer must have prepared and successfully negotiated/implemented a minimum of five (5) indirect cost rate proposals in accordance with OMB Circular A-87 that included departmental central service cost allocation plans and indirect cost rates. The Proposer shall disclose the agency names and contact information for the proposals listed.

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 Revisions to the RFP

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 Waiver of Administrative Informalities

DOTD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.6 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

3.7 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 Subcontracting Information

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

3.9 Ownership of Proposal

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and shall be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

DOTD is not liable for any costs incurred by prospective Consultants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by DOTD.

3.12 Errors and Omissions in Proposal

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. **DOTD reserves the right to contract for all or a partial list of services offered in the proposal.**

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

The selected proposer shall be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten working days or if the selected proposer fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there shall be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) and six copies of the proposal shall be submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive. Name of the Proposer listed, must precisely match the name filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

The proposal should be identified with the State Project No.**737-99-1112** and shall be submitted **prior to 3:00 p.m. CST on Monday, December 6, 2010** by hand delivery or mail addressed to:

Ms. Debra L. Guest, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1889

Fax: (225) 379-1857

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, shall not be considered.

4.2 *Cover Letter*

A cover letter should be submitted on the Proposer 's official business letterhead explaining the intent of the Proposer.

4.3 *Proposal Format*

The proposer should submit a proposal as specified in Attachment I which shall include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

4.4 *Price Proposal*

The proposer shall submit a Price Proposal (Attachment II) to perform the services shown in the scope of services.

4.5 *Certification Statement*

The proposer shall sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals shall be accomplished by a DOTD Project Evaluation Team, which shall determine the proposal most responsive and advantageous to DOTD.

5.2 *Administrative and Mandatory Screening*

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

5.3 *Evaluation and Review*

Each proposal shall be rated for categories one through four, with 0 being the lowest score and the highest possible score as shown for each category.

The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Consultant's Proposed Total Price}}$$

CATEGORY	HIGHEST POSSIBLE SCORE
1) Experience on similar projects	25
2) Personnel experience as related to the project	15
3) Proposer's understanding of the project (approach and methodology)	25
4) Price	25
5) Proposers Oral interview	10
Total	100

All Proposers will be evaluated as indicated for Items 1-4. The proposer's ratings in each category will be added to arrive at the total proposer's score. The proposer's rating (based on the proposed cost), will then be added to arrive at the pre-interview proposer rating.

Proposers who are reasonably susceptible of receiving an award will be **notified by email** with a time and date for Oral Interview (Item 5) tentatively scheduled on or about **December 15, 2010** at DOTD Headquarters. The schedule of Oral Interviews will be announced at the time of the announcement of the ranked pre-interview proposers. During the presentations, each Proposer will be given forty (40) minutes for the Oral Interview and an additional 20 minutes to answer any questions.

The Proposer's Oral Interview (Item 5) will be scored, and the score will be added to the proposer's score to determine a total point score.

The Project Evaluation Team will compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4 Announcement of Successful Proposer

DOTD shall notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers shall be notified in writing accordingly.

6.0 CONSULTANT REQUIREMENTS

6.1 Corporation Requirements

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Compensation

Compensation to the Consultant for the services rendered for this project shall be made at billable rates and other detail costs specified in the Consultant's proposal, for a maximum compensation proposed by the Consultant for all services, payable in installments as specified in Sub-Section 6.3, Billing and Payment.

6.3 *Billing and Payment*

Payments to the Consultant for services rendered for this Project shall be made monthly based on an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Consultant's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Consultant's proposed costs.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Consultant during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Consultant.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within 30 calendar days.

6.4 *Contract Terms & Conditions*

The proposer shall be required to enter into a Contract with DOTD that is **basically the same** as Attachment IV. Any changes to those terms shall be negotiated if state law allows such negotiation.

6.5 *Indemnification*

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

6.6 *Confidentiality*

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Consultant. If the methods and procedures

employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I PROPOSAL FORMAT

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

2. Corporate Background and Experience

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the proposer.

In this section the proposer should provide:

- a. An *organizational chart* displaying overall organizational structure.
- b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals should specify the extent of responsibility of key proposed project staff on these prior projects
- c. A *customer references listing* for related work completed in the last sixty (60) months. Each reference should include the name and telephone number of a contact person.
- d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.
- e. A *Statement that the firm is* capable of providing the needed services over the thirty six (36) month project period.

DOTD reserves the right to contact references to verify information in the proposal.

3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If a sub-consultant will be used, the proposer should clearly identify any sub-consultant arrangements, and provide similar information as requested for the Consultant's staff.

4. Approach and Methodology

Proposers should provide:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Proposers should define their functional approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed.

5. Cost Information

- A. The proposer shall provide a billable rate (which includes labor, overhead and profit) for all classifications proposed to perform the services described in Section 1.2.
- B. The proposer shall also provide a **total cost** summary for the all of the services described in Section 1.2 including Direct Expenses. Total Cost Summary must include classification, billable rate per classification, hours anticipated with extended totals. **The Grand total cost provided which includes Direct Expenses will be the cost evaluated.**
- C. If the Proposer expects to be reimbursed for travel, and project related expenses, then these costs must be included in the required Price Proposal. Any incurred travel cost will be in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49)
- D. The Proposer shall use Attachment II as an example for submitting pricing information.

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT II - PRICE PROPOSAL

I/We propose to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this RFP for the sum of:

REQUIRED COST STATEMENT				
Personnel:				
(Classification)	@	<input type="checkbox"/> hours each	X \$ /hour	\$
(Classification)	@	<input type="checkbox"/> hours each	X \$ /hour	\$
Direct Expenses				\$
Grand Total				\$

NOTE: Cost Statement must include classification, billable rate per classification and hours anticipated with extended totals, to accomplish to accomplish all tasks in the Scope of Services, plus an estimated cost of all expenses.

NOTE: The Grand total cost provided which includes Direct Expenses will be the cost evaluated.

NOTE: If Proposer expects to be reimbursed for travel, and all project expenses, then these costs must be included in the Direct Expenses Proposal on the price proposal.

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:
<http://www.state.la.us/osp/travel/travelOffice.htm>.

Name of Firm/Individual: _____

Address of Firm/Individual: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT III: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The DOTD requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *one year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

**ATTACHMENT IV
SAMPLE
CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. 737-99-1112
INDIRECT COST PLAN
STATEWIDE**

On this _____ day of _____, 2011, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and **XXX, Inc., XXXXX Baton Rouge, Louisiana, 70809**, hereinafter sometimes referred to as “Consultant”, do hereby enter into a Contract under the following terms and conditions.

SCOPE OF SERVICES

The Consultant shall develop and deliver an Indirect Cost Plan which will meet the requirements of Part 2, Section 225, Code of Federal Regulations (C.F.R.) Cost Principles for State, Local, and Indian Tribal Governments; OMB Circular A-87 Attachment E; and any other applicable federal guidelines, rules, or regulations. The contractor shall research best practices utilized by other state transportation agencies and consider their applicability to the Louisiana Department of Transportation and Development. The Indirect Cost (IDC) Plan shall provide a method for calculating indirect cost rates for federal projects employing the Department’s SAP ERP system, LaGov.

The Consultant will assist the Department with the submission of the Plan to Cognizant Agency by June 30, 2011. The Contractor will continue assist the Department through the approval process and post-approval with the implementation of the IDC Plan. The contractor will deliver an Indirect Cost Plan Handbook/Manual at the conclusion of the project and train Department staff in the use, execution and maintenance of the approved Indirect Cost Plan.

Goals and Objectives:

- Research and document IDC plan best practices from other State Transportation Agencies
- Development methodology using SAP ERP financial system and present rate/plan to FHWA no later than June 30, 2011
- Participate in presentation/negotiation of IDC plan to FHWA
- Implement IDC rate using SAP ERP financial system
- Develop Standard Operating Procedures for annual update of IDC Plan

Performance Measures:

- On-time delivery
 - i. Reports
 - ii. Invoices

iii. Deliverables

- FHWA approval
- Successful implementation

Monitoring Plan

- Report monthly progress
- Review monthly invoices with percentage task completion
- Review and approve deliverables

SUBSTITUTION OF KEY PERSONNEL

The Consultant's key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Consultant personnel become unavailable due to resignation, illness, or other factors outside of the Consultant's control, excluding assignment to a project outside of the Contract, the Consultant shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

TERM OF CONTRACT

This Contract shall begin on _____, **2011** and shall terminate on _____, **2012**, unless modified by a fully executed supplemental contract, approved by the Director of the Office of Contractual Review for a period up to 36 months. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration.

DOTD FURNISHED RESOURCES

Mr./Ms. xxxxxx will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant's responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

TAXES

Consultant is responsible for payment of all applicable taxes from the funds to be received under this Contract. Consultant's federal tax identification number is **XX-XXXXXX**.

COMPENSATION

Compensation to the Consultant for the services rendered in connection with this contract will be made at billable rates and other detailed costs specified in the Consultant's proposal, for a maximum compensation of \$_____ **for the initial twelve month period.** Compensation for fully executed supplemental agreements(s), approved by the Director of the Office of Contractual Review **for additional two twelve month periods** will be made at billable rates and other detailed costs specified in the Consultant's proposal.

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm>

PAYMENT TERMS

Payments to the Consultant for services rendered for this Project shall be made monthly based on an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Consultant's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Consultant's proposed costs.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Consultant during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Consultant.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within 30 calendar days.

TERMINATION FOR CAUSE

DOTD may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Consultant to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Consultant with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Consultant shall be considered.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Contract provided that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

TERMINATION FOR CONVENIENCE

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

INDEMNIFICATION & LIMITATION OF LIABILITY

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

FUND USE

Consultant agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Consultant by DOTD shall remain the property of DOTD, and shall be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property

of DOTD, and shall, upon request, be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract.

NON-ASSIGNABILITY

No Consultant shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties.

COST RECORDS

The Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for

inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

SUB-CONSULTANTS

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the DOTD for any breach in the performance of the Consultant's duties.

DISCRIMINATION CLAUSE

The Consultant agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Consultant's Insurance: The Consultant shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of

the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Consultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Consultant's Insurance: The Consultant shall require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS

The Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Consultant agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.